

EXHIBIT A

**** ORIGINAL CIVIL CITATION ****

THE STATE OF TEXAS

TO: MERCANTILE ADJUSTMENT BUREAU LLC DBA CREDITORS INTERSHANGH RECEIVABLE MANAGEMENT
SERVE REGISTERED AGENT
165 LAWRENCE BELL DR SUITE 100
WILLIAMSVILLE NY 14221

DEFENDANT, GREETING:

YOU ARE HEREBY COMMANDED TO APPEAR BY FILING A WRITTEN ANSWER TO THE PLAINTIFF'S PETITION BEFORE THE JUSTICE COURT, PRECINCT ONE AT 100 W. WEATHERFORD, ROOM 450 FORT WORTH TEXAS 76196, SAID PLAINTIFF BEING

DUKGYU CHOI; HYUNSOO CHOI

PLAINTIFF

AND SAID:

NATIONWIDE MUTUAL INSURANCE COMPANY
HYUNDAI MOTOR AMERICA DBA HYUNDAI MOTOR AMERICA INCORPORATED
MERCANTILE ADJUSTMENT BUREAU LLC DBA CREDITORS INTERSHANGH
RECEIVABLE MANAGEMENT

DEFENDANT

FILED ON THIS THE 22ND DAY OF DECEMBER, 2020, FILE NO. JP01-20-SC00014696 SUED UPON: SEE PETITION ATTACHED, PLUS COURT COSTS.

PLAINTIFF RESERVES THE RIGHT TO PLEAD FURTHER ORALLY AT TIME OF TRIAL

NOTICE TO DEFENDANT

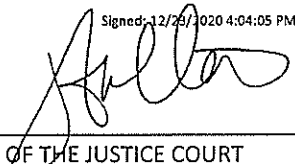
"YOU HAVE BEEN SUED. YOU MAY EMPLOY AN ATTORNEY TO HELP YOU IN DEFENDING AGAINST THIS LAWSUIT. BUT YOU ARE NOT REQUIRED TO EMPLOY AN ATTORNEY. YOU OR YOUR ATTORNEY MUST FILE AN ANSWER WITH THE COURT. YOUR ANSWER IS DUE BY THE END OF THE 14TH DAY AFTER THE DAY YOU WERE SERVED THESE PAPERS. IF THE 14TH DAY IS A SATURDAY, SUNDAY, OR LEGAL HOLIDAY, YOUR ANSWER IS DUE BY THE END OF THE FIRST DAY FOLLOWING THE 14TH DAY THAT IS NOT A SATURDAY, SUNDAY, OR LEGAL HOLIDAY. DO NOT IGNORE THESE PAPERS. IF YOU DO NOT FILE AN ANSWER BY THE DUE DATE, A DEFAULT JUDGMENT MAY BE TAKEN AGAINST YOU. FOR FURTHER INFORMATION, CONSULT PART V OF THE TEXAS RULES OF CIVIL PROCEDURE, WHICH IS AVAILABLE ONLINE AND ALSO AT THE COURT LISTED ON THIS CITATION." UPON TIMELY REQUEST, NO LATER THAN 14 DAYS BEFORE THE DAY SET FOR TRIAL, AND PAYMENT OF A \$22.00 JURY FEE, THIS CASE WILL BE HEARD BY A JURY."

THE OFFICER EXECUTING THIS WRIT SHALL PROMPTLY SERVE THE SAME ACCORDING TO REQUIREMENTS OF LAW, AND THE MANDATES HEREOF, AND MAKE DUE RETURN AS THE LAW DIRECTS.

GIVEN UNDER MY HAND ON THIS THE 23RD DAY OF DECEMBER, 2020.



JUDGE RALPH SWEARINGIN, JR
A JUSTICE OF THE PEACE IN AND FOR
PRECINCT ONE, TARRANT COUNTY, TEXAS

Signed: 12/23/2020 4:04:05 PM
BY: 
CLERK OF THE JUSTICE COURT



COURT COPY

CONSTABLES RETURN

CAME TO HAND ON THE _____ DAY OF _____ A.D. 20 _____ , AT _____ O'CLOCK, _____ M.

AND EXECUTED ON THE _____ DAY OF _____ , 20 _____ , AT _____ O'CLOCK, _____ M.

BY DELIVERING IN PERSON A TRUE COPY OF THIS CITATION TO DEFENDANT(S) (NAMES) AT (ADDRESS) _____

IF GRANTED BY THE COURT: ALTERNATIVE SERVICE OF CITATION

_____ BY RULE 501.2 (E) (1) MAILING A COPY OF THE CITATION WITH A COPY OF THE PETITION ATTACHED BY FIRST CLASS MAIL TO THE DEFENDANT AT A SPECIFIED ADDRESS, AND ALSO LEAVING A COPY THE CITATION WITH PETITION ATTACHED AT THE DEFENDANT'S RESIDENCE OR OTHER PLACE WHERE THE DEFENDANT CAN PROBABLY BE FOUND WITH ANY PERSON FOUND THERE WHO IS AT LEAST 16 YEARS OF AGE; OR

_____ (2) MAILING A COPY OF THE CITATION WITH A COPY OF THE PETITION ATTACHED BY FIRST CLASS MAIL TO THE DEFENDANT AT A SPECIFIED ADDRESS AND ALSO SERVING BY ANY OTHER METHOD THAT THE COURT FINDS IS REASONABLY LIKELY TO PROVIDE THE DEFENDANT WITH NOTICE OF THE SUIT.

APPROVED METHOD: _____

RETURNED TO COURT AND NOT SERVED FOR THE FOLLOWING REASONS: _____

FEES:

SERVICE...\$ _____ SHERIFF/CONSTABLE – PCT. NO _____ , _____ COUNTY, TX

OTHER.....\$ _____ DEPUTY SIGNATURE: _____

TOTAL.....\$ _____ DEPUTY NAME: _____

ORIGINAL CIVIL CITATION

IN THE JUSTICE COURT

ISSUED DECEMBER 23, 2020

JUDGE RALPH SWEARINGIN, JR
JUSTICE COURT, PRECINCT ONE
100 W. WEATHERFORD ST. ROOM 450
FORT WORTH, TX 76196

817-884-1395
FAX 817-850-2342

CASE NO. JP01-20-SC00014696

PLAINTIFF(S):

DUKGYU CHOI; HYUNSOO CHOI

ATTORNEY(S) FOR PLAINTIFF(S):

SHAWN JAFFER

13601 PRESTON RD STE E770
DALLAS TX 75240

214-494-1668

VS.

DEFENDANT(S):

MERCANTILE ADJUSTMENT BUREAU LLC
DBA CREDITORS INTERSHANG
RECEIVABLE MANAGEMENT

ATTORNEY(S) FOR DEFENDANT(S):

REGISTERED AGENT
165 LAWRENCE BELL DR SUITE 100
WILLIAMSVILLE, NY 14221

PPS

CASE NUMBER: JP01-20-SC00014696



*** ORIGINAL CIVIL CITATION ***

THE STATE OF TEXAS

TO: MERCANTILE ADJUSTMENT BUREAU LLC DBA CREDITORS INTERSHANGHAI RECEIVABLE MANAGEMENT
SERVE REGISTERED AGENT
165 LAWRENCE BELL DR SUITE 100
WILLIAMSVILLE NY 14221

DEFENDANT, GREETING:

YOU ARE HEREBY COMMANDED TO APPEAR BY FILING A WRITTEN ANSWER TO THE PLAINTIFF'S PETITION BEFORE THE JUSTICE COURT, PRECINCT ONE AT 100 W. WEATHERFORD, ROOM 450 FORT WORTH TEXAS 76196, SAID PLAINTIFF BEING

DUKGYU CHOI; HYUNSOO CHOI

PLAINTIFF

AND SAID:

NATIONWIDE MUTUAL INSURANCE COMPANY
HYUNDAI MOTOR AMERICA DBA HYUNDAI MOTOR AMERICA INCORPORATED
MERCANTILE ADJUSTMENT BUREAU LLC DBA CREDITORS INTERSHANGHAI
RECEIVABLE MANAGEMENT

DEFENDANT

FILED ON THIS THE 22ND DAY OF DECEMBER, 2020, FILE NO. JP01-20-SC00014696 SUED UPON: SEE PETITION ATTACHED, PLUS COURT COSTS.

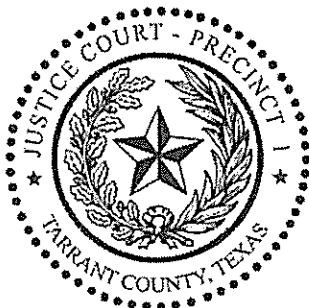
PLAINTIFF RESERVES THE RIGHT TO PLEAD FURTHER ORALLY AT TIME OF TRIAL

NOTICE TO DEFENDANT

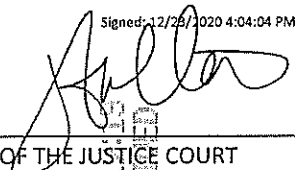
"YOU HAVE BEEN SUED. YOU MAY EMPLOY AN ATTORNEY TO HELP YOU IN DEFENDING AGAINST THIS LAWSUIT. BUT YOU ARE NOT REQUIRED TO EMPLOY AN ATTORNEY. YOU OR YOUR ATTORNEY MUST FILE AN ANSWER WITH THE COURT. YOUR ANSWER IS DUE BY THE END OF THE 14TH DAY AFTER THE DAY YOU WERE SERVED THESE PAPERS. IF THE 14TH DAY IS A SATURDAY, SUNDAY, OR LEGAL HOLIDAY, YOUR ANSWER IS DUE BY THE END OF THE FIRST DAY FOLLOWING THE 14TH DAY THAT IS NOT A SATURDAY, SUNDAY, OR LEGAL HOLIDAY. DO NOT IGNORE THESE PAPERS. IF YOU DO NOT FILE AN ANSWER BY THE DUE DATE, A DEFAULT JUDGMENT MAY BE TAKEN AGAINST YOU. FOR FURTHER INFORMATION, CONSULT PART V OF THE TEXAS RULES OF CIVIL PROCEDURE, WHICH IS AVAILABLE ONLINE AND ALSO AT THE COURT LISTED ON THIS CITATION." UPON TIMELY REQUEST, NO LATER THAN 14 DAYS BEFORE THE DAY SET FOR TRIAL, AND PAYMENT OF A \$22.00 JURY FEE, THIS CASE WILL BE HEARD BY A JURY."

THE OFFICER EXECUTING THIS WRIT SHALL PROMPTLY SERVE THE SAME ACCORDING TO REQUIREMENTS OF LAW, AND THE MANDATES HEREOF, AND MAKE DUE RETURN AS THE LAW DIRECTS.

GIVEN UNDER MY HAND ON THIS THE 23RD DAY OF DECEMBER, 2020.



JUDGE RALPH SWEARINGIN, JR
A JUSTICE OF THE PEACE IN AND FOR
PRECINCT ONE, TARRANT COUNTY, TEXAS

BY: 
CLERK OF THE JUSTICE COURT

Signed: 12/26/2020 4:04:04 PM

SERVICE COPY

CONSTABLES RETURN

CAME TO HAND ON THE _____ DAY OF _____ A.D. 20 _____ ,AT _____ O'CLOCK, _____ M.

AND EXECUTED ON THE _____ DAY OF _____ , 20 _____ ,AT _____ O'CLOCK, _____ M.

BY DELIVERING IN PERSON A TRUE COPY OF THIS CITATION TO DEFENDANT(S) (NAMES) AT (ADDRESS) _____

IF GRANTED BY THE COURT: ALTERNATIVE SERVICE OF CITATION

_____ BY RULE 501.2 (E) (1) MAILING A COPY OF THE CITATION WITH A COPY OF THE PETITION ATTACHED BY FIRST CLASS MAIL TO THE DEFENDANT AT A SPECIFIED ADDRESS, AND ALSO LEAVING A COPY THE CITATION WITH PETITION ATTACHED AT THE DEFENDANT'S RESIDENCE OR OTHER PLACE WHERE THE DEFENDANT CAN PROBABLY BE FOUND WITH ANY PERSON FOUND THERE WHO IS AT LEAST 16 YEARS OF AGE; OR

_____ (2) MAILING A COPY OF THE CITATION WITH A COPY OF THE PETITION ATTACHED BY FIRST CLASS MAIL TO THE DEFENDANT AT A SPECIFIED ADDRESS AND ALSO SERVING BY ANY OTHER METHOD THAT THE COURT FINDS IS REASONABLY LIKELY TO PROVIDE THE DEFENDANT WITH NOTICE OF THE SUIT.

APPROVED METHOD: _____

RETURNED TO COURT AND NOT SERVED FOR THE FOLLOWING REASONS: _____

FEES:

SERVICE...\$ _____ SHERIFF/CONSTABLE – PCT. NO _____ , _____ COUNTY, TX

OTHER.....\$ _____ DEPUTY SIGNATURE: _____

TOTAL.....\$ _____ DEPUTY NAME: _____

ORIGINAL CIVIL CITATION

IN THE JUSTICE COURT

ISSUED DECEMBER 23, 2020

JUDGE RALPH SWEARINGIN, JR
JUSTICE COURT, PRECINCT ONE
100 W. WEATHERFORD ST. ROOM 450
FORT WORTH, TX 76196

817-884-1395
FAX 817-850-2342

CASE NO. JP01-20-SC00014696

PLAINTIFF(S):

DUKGYU CHOI; HYUNSOO CHOI
ATTORNEY(S) FOR PLAINTIFF(S):
SHAWN JAFFER

13601 PRESTON RD STE E770
DALLAS TX 75240

214-494-1668

VS.

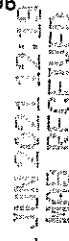
DEFENDANT(S):

MERCANTILE ADJUSTMENT BUREAU LLC
DBA CREDITORS INTERSHANG
RECEIVABLE MANAGEMENT
ATTORNEY(S) FOR DEFENDANT(S):

SERVE REGISTERED AGENT
165 LAWRENCE BELL DR SUITE 100
WILLIAMSVILLE, NY 14221

PPS

CASE NUMBER: JP01-20-SC00014696



JP01-20-SC00014696

CAUSE NO. _____

Dukgyu Choi, and Hyunsoo Choi

Plaintiffs,

v.

Nationwide Mutual Insurance Company; Hyundai Motor America dba Hyundai Motor America Incorporated; and Mercantile Adjustment Bureau LLC dba Creditors Interschange Receivable Management fka Mercantile Adjustment Bureau LLC;

Defendants.

IN THE JUSTICE COURT

PRECINCT 1

TARRANT COUNTY, TEXAS

COMES NOW, Dukgyu Choi, and Hyunsoo Choi ("Plaintiff" or "Plaintiffs"), by and through their attorneys, the Shawn Jaffer Law Firm, PLLC, brings this *Original Petition* against Defendants Nationwide Mutual Insurance Company, ("Nationwide"), Hyundai Motor America dba Hyundai Motor America Incorporated ("Hyundai"), and Mercantile Adjustment Bureau LLC dba Creditors Interschange Receivable Management fka Mercantile Adjustment Bureau LLC ("Mercantile"), and respectfully shows the Court the following:

DISCOVERY CONTROL PLAN LEVEL

1. Plaintiff reserves the right to petition this Court to engage in pretrial discovery pursuant to Rule 500.9 of the Texas Rules of Civil Procedure.

PARTIES AND SERVICE

2. Plaintiff Hyunsoo is a natural person who resides in Dallas County, Texas and is represented by the undersigned counsel.

3. Plaintiff Dukgyu is a natural person who resides in Tarrant County, Texas and is represented by the undersigned counsel.

4. Plaintiff is allegedly obligated to pay a "Consumer Debt" to Defendant Hyundai for a personal debt in the amount of \$4,249.50.

5. Plaintiffs are "Consumers" meaning Plaintiffs are natural persons who are obligated or allegedly obligated to pay a debt.

6. The Consumer Debt is an obligation or alleged obligation of the Plaintiff to pay money arising out of a transaction in which the money, property, or services which are the subject of the transaction are primarily for personal, family, or household purposes.

Defendant Nationwide

7. Defendant Nationwide can be served with process through its registered agent at Corporation Service Company, at 211 E. 7th St. Suite 620, Austin, Texas 78701.

8. Defendant Nationwide is an indemnity to Plaintiff.

Defendant Hyundai

9. Defendant Hyundai is a person who furnishes information to consumer reporting agencies under 15 U.S.C. § 1681s-2 and can be served with process upon National Registered Agents, Inc., its registered agent for service of process at 1999 Bryan St., Ste. 900 Dallas, TX 75201.

Defendant Mercantile

10. Defendant Mercantile is a debt collector that regularly collects or attempts to collect debts due to third-parties, directly or indirectly from consumers in the State of Texas, and may be served with process through its registered agent at 165 Lawrence Bell Drive, Suite 100, Williamsville, New York, 14221.

JURISDICTION AND VENUE

10. This Court has personal jurisdiction over all the parties because both parties reside and/or engage in business in the State of Texas. Further, this Court has jurisdiction of this cause of action in that it involves an amount in controversy within the original jurisdiction of this Court.

11. Plaintiff seeks monetary relief within this Court's jurisdictional limits.

12. Venue in Dallas County, Texas is proper in this cause pursuant to Section 15.002 of the Texas Civil Practice and Remedies Code because all or a substantial part of the events or omissions giving rise to this lawsuit occurred in Dallas County, Texas.

FACTUAL ALLEGATIONS

13. Plaintiff re-alleges and incorporates by reference paragraphs in this Complaint as though fully set forth herein.

14. On or about November 28, 2016, Plaintiff Hyunsoo traded in his 2014 Hyundai Elantra (VIN#: 5NPDH4AE8EH506102) to Vandergriff Honda in Arlington, Texas. Plaintiff Hyunsoo's father, Plaintiff Dukgyo, was a co-signer of the Hyundai Elantra. Plaintiff's Elantra had a trade-in value of \$15,317.95; however, due to hail damage, Vandergriff Honda agreed to buy out the Elantra in full \$11,050.50 if Plaintiff would file an insurance claim of \$4,249.50 to fix the hail damage through his auto insurance company, Defendant Nationwide. See Exhibit A.

15. Defendant Nationwide issued the check, which Plaintiffs sent to Vandergriff Honda. Subsequently, Hyundai Lease Titling Trust signed a series of documentation informing Plaintiff Hyunsoo that his account was paid in full and released the title. See Exhibit B.

16. On or about November 29, 2016, Defendant Hyundai dba Hyundai Motor Finance notified Plaintiff Dukgyu with a letter that Vandergriff Honda had purchased the leased Hyundai Elantra.

The letter further stated that Plaintiffs' liability on the account was satisfied in "full." See Exhibit C.

17. On or about August 17, 2017, unbeknownst to Plaintiffs, Vandergriff Honda mistakenly deposited the check issued by Defendant Nationwide to its account. When Vandergriff Honda issued a refund to Defendant Nationwide, Defendant Nationwide reissued the new check to Defendant Hyundai. However, Defendant Hyundai never cashed the check, and therefore Defendant Nationwide put a stop payment in August 2018. Defendant Hyundai claims it never received the new check from Defendant Nationwide. See Exhibit D & E.

18. Plaintiffs on several occasions disputed the alleged Debt.

19. On or about October 9, 2019, Defendant Mercantile attempted to collect the \$4,414.83 Debt. See Exhibit F.

20. On or about April 28, 2020, Plaintiffs received an email from Credit Karma informing them that Defendant Hyundai had placed a charged-off account to major credit bureaus, resulting in approximately a one-hundred (100) point reduction in Plaintiffs credit scores.

FIRST CAUSE OF ACTION
BREACH OF CONTRACT AS TO DEFENDANT NATIONWIDE

21. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein with the same force and effect as if the same were set forth at length herein.

22. The elements for breach of contract are: (1) the existence of a valid contract, (2) the plaintiff's performance or tendered performance, (3) the defendant's breach of the contract, and (4) damages as a result of the breach. Paragon Gen. Contractors, Inc. v. Larco Constr., Inc., 227 S.W.3d 876, 880 (Tex. App. 2007).

23. This is an action for a breach of contract between Defendant Nationwide and Plaintiff.

11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100

24. Defendant Nationwide, after wrongfully issuing a check to Vandergriff Honda, had a duty to reissue a check to Defendant Hyundai, the proper payee.

25. Defendant Nationwide failed to reissue the check according to Defendant Hyundai, or if Defendant Nationwide did indeed reissue the check, it put a stop payment on the check.

26. As a result of the conduct, action, and inaction of Defendant Nationwide, Plaintiff suffered damage by loss of credit, loss of ability to purchase and benefit from credit, and the mental and emotional pain, anguish, humiliation, and embarrassment of credit denial.

27. The conduct, action or inaction of Defendant Nationwide constitutes a breach of contract. It renders Defendant Nationwide liable for actual, statutory, and punitive damages in an amount to be determined by a Judge and or Jury.

28. WHEREFORE, Plaintiff, individual, demands judgment in his favor against Defendant Nationwide for damages together with attorney's fees and court costs pursuant to 15 U.S.C. § 1681(n).

SECOND CAUSE OF ACTION
WILLFUL VIOLATION OF THE FCRA AS TO DEFENDANT HYUNDAI

29. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein with the same force and effect as if the same were set forth at length herein.

30. This is an action for willful violation of the Fair Credit Reporting Act U.S.C. § 1681 *et seq.*,

31. Defendant Hyundai violated 15 U.S.C. § 1601(e) by failing to establish or to follow reasonable procedures to assure maximum possible accuracy in the preparation of the credit report and credit files that Defendant Hyundai maintained concerning the Plaintiff.

32. Defendant Hyundai has willfully and recklessly failed to comply with the Act. The failure of Defendant Hyundai to comply with the Act include but are not necessarily limited to the following:

- a. The failure to follow reasonable procedures to assure the maximum possible accuracy of the information reported;

- b. The failure to correct erroneous personal information regarding the Plaintiffs after a reasonable request by the Plaintiff;
- c. The failure to remove and/or correct the inaccuracy and derogatory credit information after a reasonable request by the Plaintiff;
- d. The failure to promptly and adequately investigate information which Defendant Hyundai had notice was inaccurate;
- e. The continual placement of inaccurate information into the credit report of the Plaintiff after being advised by the Plaintiff that the information was inaccurate;
- f. The failure to note in the credit report that the Plaintiff disputed the accuracy of the information;
- g. The failure to promptly delete information that was found to be inaccurate, or could not be verified, or that the source of information had advised Defendant Hyundai to delete; and
- h. The failure to take adequate steps to verify information Defendant Hyundai had reason to believe was inaccurate before including it in the credit report of the consumer.

33. As a result of the conduct, action, and inaction of Defendant Hyundai, the Plaintiff suffered damage by loss of credit, loss of ability to purchase and benefit from credit, and the mental and emotional pain, anguish, humiliation, and embarrassment of credit denial.

34. The conduct, action or inaction of Defendant Hyundai was willful, rendering Defendant Hyundai liable for actual, statutory, and punitive damages in an amount to be determined by a Judge/ and or Jury pursuant to 15 U.S.C. § 1681(n).

35. The Plaintiff is entitled to recover reasonable costs and attorney's fees from Defendant Hyundai in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681(n).

36. WHEREFORE, Plaintiff, individual, demand judgment in his favor against Defendant Hyundai, for damages together with attorney's fees and court costs pursuant to 15 U.S.C. § 1681(n).

THIRD CAUSE OF ACTION
NEGLIGENT VIOLATION OF THE FCRA AS TO DEFENDANT HYUNDAI

37. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein with the same force and effect as if the same were set forth at length herein.

38. This is an action for negligent violation of the Fair Credit Reporting Act U.S.C. § 1681 *et seq.*

39. Defendant Hyundai violated 15 U.S.C. § 1681i(a) by failing to delete the inaccurate information from the credit file of the Plaintiff after receiving actual notice of such inaccuracies and conducting reinvestigation and by failing to maintain reasonable procedures with which to verify the disputed information in the credit file of the Plaintiff.

40. Defendant Hyundai has negligently failed to comply with the Act. The failure of Defendant Hyundai to comply with the Act include but are not necessarily limited to the following:

- a. The failure to follow reasonable procedures to assure the maximum possible accuracy of the information reported;
- b. The failure to correct erroneous personal information regarding the Plaintiff after a reasonable request by the Plaintiff;
- c. The failure to remove and/or correct the inaccuracy and derogatory credit information after a reasonable request by the Plaintiff;
- d. The failure to promptly and adequately investigate information which Defendant Hyundai had notice was inaccurate;

Case 4:21-cv-00759-Y Document 1-1 Filed 06/17/21 Page 12 of 27 PageID 15

- e. The continual placement of inaccurate information into the credit reports of the Plaintiff after being advised by the Plaintiff that the information was inaccurate;
- f. The failure to note in the credit report that the Plaintiff disputed the accuracy of the information;
- g. The failure to promptly delete information that was found to be inaccurate, or could not be verified, or that the source of information had advised Defendant Hyundai to delete;
- h. The failure to take adequate steps to verify information Defendant Hyundai had reason to believe was inaccurate before including it in the credit report of the consumer.

41. As a result of the conduct, action or inaction of Defendant Hyundai, the Plaintiff suffered damage by loss of credit, loss of ability to purchase and benefit from credit, and the mental and emotional pain, anguish, humiliation, and embarrassment of credit denial.

42. The conduct, action or inaction of Defendant Hyundai were negligent, entitling the Plaintiff to damages under 15 U.S.C. § 1681o.

43. The Plaintiff is entitled to recover reasonable costs and attorney's fees from Defendant Hyundai in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681(n) and 1681o.

WHEREFORE, Plaintiff, individual, demand judgment in her favor against Defendant Hyundai, for damages together with attorney's fees and court costs pursuant to 15 U.S.C. § 1681(n).

FOURTH CAUSE OF ACTION
THE FAIR DEBT COLLECTION PRACTICES ACT 15 U.S.C.
§1692 *et seq.* AS TO DEFENDANT MERCANTILE

44. Plaintiff re-alleges and incorporates by reference paragraphs in this complaint as though fully set forth herein.

45. Defendant Mercantile's debt collection efforts against Plaintiff violated various provisions of the FDCPA.

46. Section §1692e provides a non-exhaustive list of false, deceptive, and misleading conduct prohibited by the statute, including:

- (a) The false representation of the character, amount, or legal status of any debt;
- (b) Communicating or threatening to communicate to any person credit information which is known or which should be known to be false, including the failure to communicate that a disputed debt is disputed; and
- (c) The use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer;

15 U.S.C. §1692e(2), (8) & (10).

47. Section §1692f provides a non-exhaustive list of unfair or unconscionable means to collect or attempt to collect any debt, including:

- 1) The collection of any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is authorized by the agreement creating the debt or permitted by law.

U.S.C. § 1692f(1).

48. For the aforementioned reasons, Defendant Mercantile has violated §1692(e) & 1692(f).

49. For these reasons, Defendant Mercantile has violated the FDCPA.

50. For these reasons, Defendant Mercantile is liable to Plaintiff for actual and statutory damages, costs, and reasonable attorney's fees.

FIFTH CAUSE OF ACTION
VIOLATIONS OF THE TEXAS DEBT COLLECTION ACT
AS TO DEFENDANT MERCANTILE

51. Plaintiff re-alleges and incorporates by reference paragraphs in this Complaint as though fully set forth herein.

52. Defendant Mercantile's debt collection efforts against Plaintiff violated various provisions of the TDCA.

53. Section 392.101(a) states that "[a] third-party debt collector or credit bureau may not engage in debt collection unless the third-party debt collector or credit bureau has obtained a surety bond issued by a surety company authorized to do business in this state as prescribed by this section. A copy of the bond must be filed with the secretary of state."

54. Section 392.304 provides a non-exhaustive list of Fraudulent, Deceptive, or Misleading Representations prohibited by a debt collector:

(a) misrepresenting the character, extent, or amount of a consumer debt, or misrepresenting the consumer debt's status in a judicial or governmental proceeding; Tex. Fin. Code Ann. § 392.904(8); and

(b) using any other false representation or deceptive means to collect a debt or obtain information concerning a consumer. Tex. Fin. Code Ann. §392.304(19).

55. For the aforementioned-reasons, Defendant Mercantile violated the TDCA.

56. For these reasons, Defendant Mercantile is liable to Plaintiff for actual damages, costs, and reasonable attorney's fees.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands judgment from Defendants as follows:

1. Award Plaintiff statutory damages up to \$1,000 under the FDCPA from Defendant Mercantile for violations of the FDCPA;
2. Award Plaintiff statutory damages under the FDCPA from Defendant Hyundai for violations of the FCRA;
3. Award Plaintiff damages for breach of contract from Defendant Nationwide;
4. Award Plaintiff actual damages under the FDCPA from Defendant Mercantile to be determined by the jury;
5. Award Plaintiff actual damages under the FCRA from Defendant Hyundai to be determined by the jury;
6. Award Plaintiff actual damages under the TDCA from Defendants Mercantile to be determined by the jury;
7. Award Plaintiff injunctive relief from Defendant Mercantile under the TDCA;
8. Award Plaintiff costs of this action, including reasonable attorneys' fees and expenses under both the FDCPA, FCRA, and TDCA; and
9. Award Plaintiff such other and further relief as this Court may deem just and proper.

DATED: December 22, 2020

Respectfully Submitted,

SHAWN JAFFER LAW FIRM PLLC

/s/ Shawn Jaffer

Shawn Jaffer

Texas Bar No. 24107817

Email: team@jaffer.law

13601 Preston Rd E770

Dallas, Texas 75240

T: (877) 371-1001/F: (888) 509-3910

Attorney for Plaintiff



JP01-20-SC00014696

REQUEST FOR ISSUANCE OF CIVIL CITATION

Plaintiff requests the Clerk of Court to file the original petition and to issue a separate Civil Citation for each defendant for service by a private process server.

The Citation(s) should be sent via email to: EDGAR@JAFFER.LAW

Or if the Citations must be mailed then mail to: Shawn Jaffer Law Firm, PLLC
13601 Preston Rd, Suite E770
Dallas, TX 75240

Sincerely,

Shawn. Jaffer

Shawn Jaffer, Esq.
shawn@jaffer.law



December 3, 2018

DUKGYU CHOI
6201 SNOW RIDGE CT
ARLINGTON TX, 760183163

Re: Hyundai Motor Finance Lease Agreement, dated 07/31/2014
Account Number: 1408894058
Leased Vehicle: 14 Hyundai Elantra 4dr Sdn Auto Limi, VIN. 5NPDH4AE8EH506102
Maturity Date: 10/31/2017

Dear DUKGYU CHOI:

Thank you for returning your leased vehicle to Hyundai Motor Finance. In accordance with the terms of your lease contract, you are responsible for the outstanding fees listed below. If applicable, other fees incurred prior to turning in the vehicle including parking violations, personal property taxes, official state fees and taxes, etc., will be billed at a later date.

DESCRIPTION	AMOUNT
Due and unpaid lease payments (including any sales/use tax)	\$4,414.83
Other Amounts Due (other than excess wear and excess mileage)	\$0.00
Excess Mileage Charge	\$0.00
Excess Wear and Use	\$0.00
Disposition Fee*	\$0.00
Accrued Late Fees	\$0.00
Accrued Property Taxes	\$0.00
Parking Violations	\$0.00
Official Fees and Taxes (Sales/Use Tax)	\$0.00
Repossession and Storage Expenses	\$0.00
Returned Payment Charge	N/C
Less: Advanced Lease Payment	\$0.00
Less: Security Deposit	\$0.00
Total:	\$4,414.83

*A fee, specified in the lease contract, payable at lease-end if the lessee does not purchase the vehicle. When you lease or finance the purchase of a new Hyundai through Hyundai Motor Finance within 60 days of returning your lease, Hyundai will pay your disposition fee, up to \$400. Please call the number below with your new account information.

Please send your payment of \$4,414.83 to us within 15 days from the date of this notice. Please call us at (866) 771-3663 should you have any additional questions. Thank you again for allowing Hyundai Motor Finance to service your lease.

Please mail your payment to us at:

Hyundai Motor Finance
PO BOX 660891
Dallas, TX 75266-0891

Sincerely,

Hyundai Motor Finance

This is an attempt to collect a debt. Any information obtained will be used for that purpose.

Hyundai Motor Finance □ PO Box 660891, Dallas, TX 75266-0891 □ Ph: 866.771.3663 □ Fax: 972.590.3995

H_REMPMT

Acct #: 976485227

Check #: 1871902

Amount: 4,249.50

Seq#: 4570906246



THIS IS WATERMARKED PAPER - HOLD TO LIGHT TO VERIFY WATERMARK

<p>On Your Side*</p> <p>Allied Insurance Nationwide Agribusiness Titan Insurance Victoria Insurance</p>	<p>Nationwide Insurance Nationwide Insurance Columbus OH 43218-2100 1-800-421-3535</p>	<p>Check No: 01871902</p> <p>Date of Issue: 10/26/2016</p> <p><small>Void if Not Cashed Within 180 days</small></p>
---	---	---

Policy Number	Loss Date	Name of Insured	Claim Number
7842D 264340	03/31/2016	Dukgyu Choi	985047-GD

PAY EXACTLY: Four thousand two hundred forty nine and 50/100 _____ DOLLARS \$ 4249.50 AMOUNT

PAY TO THE ORDER OF: Dukgyu Choi & Hyundai Lease Titriling Trust
6201 Snow Ridge Court
Arlington, TX 76018-3163

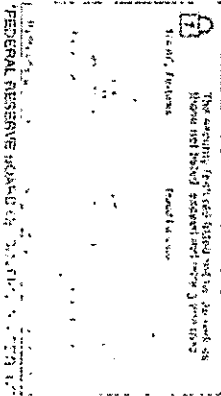
JPMorgan Chase Bank, N.A.
Columbus, OH

By Choi Hoon

⑈01871902⑈ ⑆044115443⑆ 976485227⑈

78197833

For Deposit Only - JPMC



DEPOSIT ONLY TO THE ACCOUNT OF
 VANDERBILT HONDA
 ACCT #0720001354

JUN 2021 12:20
 RECEIVED



SALE DATE		BILL OF SALE				
11/28/2016						
MOTOR VEHICLE						
License Plate Number	Year	Make	Model	Vehicle Identification Number	Mileage	
	2014	HYUNDAI	ELANTRA	5NPDH4AE8EH506102	58491	
SELLER						
Seller's Name HYUNDAI LEASE TITLING TRUST (Seller is not a dealer.)						
Seller's Address, City, State and Zip P.O.Box 20809, Fountain Valley, CA 92728 - 0809						
BUYER(S)						
Primary Buyer's Name VANDERGRIF HONDA			Co-Buyer's Name			
Buyer's Address 1104 WEST INTERSTATE 20			Buyer's Address			
City ARLINGTON	State TX	Zip 75017	City	State	Zip	
SALE PRICE						
Cash Sale Price 15,300.00	Sales/Use Tax: 0.00	Other: 0.00	Security Deposit 0.00	Total Received: 15,300.00		
TERMS OF SALE						
<p>TRANSFER. Seller hereby sells, transfers and assigns to the above Buyer(s) all of its rights, title and interest in and to the above motor vehicle (the "Vehicle", as of the above Sale Date, in exchange for the Cash Sale Price, the receipt of which is hereby acknowledged. No down payment or trade-in vehicle.</p> <p>REPRESENTATIONS & DISCLAIMERS. Seller warrants that it is the legal owner of the Vehicle and that it is free from any security interest, lien or other encumbrance. The Vehicle is used and is sold AS IS. ALL OTHER WARRANTIES INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS, ARE DISCLAIMED TO THE FULLEST EXTENT ALLOWED BY LAW. This disclaimer does not affect any warranties of the manufacturer. Please refer to your Vehicle User Manual for manufacturer warranty information.</p> <p><i>Buyer(s) acknowledge that they leased the Vehicle when new and that it has been in his/her/their continuous possession since then. Seller has not obtained possession of the Vehicle, and mileage is based on Buyer's written disclosure.</i></p> <p>TAXES & GOVT. FEES. Buyer(s) is/are responsible for payment of all taxes, license, registration and other government fees in connection with the Vehicle, other than sales tax and other fees received by Seller listed above. Buyer must take all actions necessary to transfer title promptly, as required by law.</p>						
SELLER'S SIGNATURE			BUYER(S) SIGNATURE(S)			
I declare under penalty of perjury that the foregoing is true and correct. Executed on 11/29/2016 at Gwinnett, Georgia.			X			
X			X			
Hyundai Motor Finance Titles Department Telephone: 1-800-523-4030			* If you resides in CT, MA, NC and RI, please sign above and return this Bill of Sale to:			
Seller's Account Number 0000894058			Hyundai Motor Finance, Titles Department P.O. Box 20809, Fountain Valley, CA 92728-0809			
			In all other states, please keep this Bill of Sale for your records. You may be required to present it to the motor vehicles department.			

"Notice is hereby given that the rights, but not the obligations, of Hyundai Lease Titling Trust ("HLTT") under the sale agreement for the asset described in this agreement have been assigned to HCA Exchange, Inc. pursuant to an agreement between HLTT and HCA Exchange, Inc."



Hyundai Motor Finance
PO BOX 20829 | Fountain Valley, CA 92728-0829

Date: 11/29/2016

DUKGYU CHOI
6201 SNOW RIDGE CT
ARLINGTON, TX 76018



Re: Closed End Motor Vehicle Lease, dated 7/31/2014
Vehicle: 2014 HYUNDAI ELANTRA Vin. 5NPDH4AE8EH506102
Account No: 0000894058

Dear Customer:

This letter will confirm that your leased vehicle has been purchased by VANDERGRIF HONDA and that your liability under the above referenced lease is considered satisfied in "full".

Please be advised that any tax bills not yet received from your tax assessor's office for the current year will be your responsibility to pay based on your contractual obligation. The tax bill will be forwarded to you to pay if one is received.

Thank you for the opportunity to be of service to you, and we look forward to meeting your vehicle financing or leasing needs in the future.

Sincerely,

A handwritten signature in black ink, appearing to be 'L' followed by a horizontal stroke.

Titles Department
HYUNDAI MOTOR FINANCE
Telephone: Toll free (800) 523-4030

10/16/2013
OJZ

2013 OCT 16 PM 4:29
DUKGYU CHOI
6201 SNOW RIDGE CT
ARLINGTON, TX 76018

D

210396

Copyright 2014 CDR Global, LLC OH DEMAND CHECK - CODIC - IMAGING

CHECK
CONTROL NO. 210396

ISSUED BY: AMY MEARS

VANDERGRIF HONDA
ARLINGTON, TX 76017

PAGE 1C

DETACH AT PERFORATION BEFORE DEPOSITING CHECK

REMITTANCE ADVICE

99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040 1041 1042 1043 1044 1045 1046 1047 1048 1049 1050 1051 1052 1053 1054 1055 1056 1057 1058 1059 1060 1061 1062 1063 1064 1065 1066 1067 1068 1069 1070 1071 1072 1073 1074 1075 1076 1077 1078 1079 1080 1081 1082 1083 1084 1085 1086 1087 1088 1089 1090 1091 1092 1093 1094 1095 1096 1097 1

11/9/2020

Guidewire ClaimCenter



Nationwide®

Dukgyu Choi

Page 1 of 1

Date prepared April 24, 2017

Notice of loss date October 18, 2016

Claim number 986047-GD

Policy number 7842D 264340

Questions? Contact Claims Associate
 Chris Houser
 HOUSERC@nationwide.com
 Phone 817-937-5266
 Fax 866-262-3268

Nationwide Insurance
 Attn Trust Department
 1100 Locust Street D1-5E-2019
 Des Moines, IA 50391-1100

Claim details

Insurer: Colonial County Mutual
 Policyholder: Dukgyu Choi
 Claimant: Dukgyu Choi
 Claim number: 986047-GD
 Loss date: March 31, 2016

Dear Trust Dept,

Please find enclosed a \$ 4,249.50 refund check made payable to Nationwide Insurance. The check was issued to reimburse Nationwide for the check the Honda Dealership cashed in error that was made payable to Dukgyu Choi & Hyundai Lease Titling Trust to cover the cost of the hail damage found on the 2014 Hyundai Elantra.

For more information

If you have any questions or concerns, please contact me at 817-937-5266 or HOUSERC@nationwide.com.

Sincerely,

Chris Houser
 Chris Houser

Colonial County Mutual
 One Nationwide Gateway
 Des Moines, IA 50391-3525

- Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

11/9/2020

Nationwide[®]

Hyundai Lease Titling Trust

Page 1 of 1

Date prepared August 17, 2017
 Notice of loss date October 18, 2016
 Claim number 986047-GD
 Policy number 7842D 264340
 Questions? Contact Claims Associate
 Chris Houser
 HOUSERC@nationwide.com
 Phone 817-937-5266
 Fax 866-262-3268

Hyundai Lease Titling Trust
 PO Box 105299
 Atlanta, GA 30348-5299

Claim details

Insurer: Colonial County Mutual
 Policyholder: Dukgyu Choi
 Claimant: Dukgyu Choi
 Claim number: 986047-GD
 Loss date: March 31, 2016
 Check for hail damages

Dear Hyundai Lease Titling Trust ,

Please find enclosed a \$4249.50 check made payable to Hyundai Lease Titling Trust and Dukgyu Choi. The check will cover the cost of the hail-related damage found on the 2014 Hyundai Elantra (VIN: 5NPDH4AE8EH506102).

On April 10, 2017, I received a refund check from Vandergriff Honda for \$4249.50 made payable to Nationwide Insurance. There is a note that states: "Policy 7842D 264340 Loss date 3 31 2016 Dukgyu Choi check deposited in error - We were not the payee. Check was sent to Honda Lease Trust to be applied to customers account/per Honda account is clear."

Since the check was sent to Honda Lease Trust instead of Hyundai Lease Titling Trust, I determined it would be best to send this co-payable check to your attention. If the loan for the above referenced car was paid off, Please endorse the check and mail it to Dukgyu Choi, 6201 Snow Ridge Court, Arlington, TX 76018-3163.

For more information

If you have any questions or concerns, please contact me at 817-937-5266 or HOUSERC@nationwide.com.

Sincerely,

Chris Houser
 Colonial County Mutual
 One Nationwide Gateway
 Des Moines, IA 50391-3525

2021 JUN 17 PM 3:55
 111

28977244 280
10/09/2019

Creditor:	HYUNDAI MOTOR FINANCE
Account Number:	*****4058
Reference Number:	28977244 280
Balance:	\$4,414.83
Amount Enclosed: \$	

MERCANTILE
Innovative Solutions. Exceptional Results.

165 Lawrence Bell Drive, Suite 100
Williamsville, NY 14221-7900
1-866-896-5260

Please send payment or correspondence to:
Mercantile Adjustment Bureau, LLC
PO Box 9055
Williamsville NY 14231-9055

----- PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT -----

Date: 10/09/2019

Dukgyu Choi,

Your account with HYUNDAI MOTOR FINANCE has been placed with our office for collection. The balance due is \$4,414.83.

We can accept \$3,621.00 to resolve this account if payment is received by 11/24/2019, after which this offer may expire. Should you wish to resolve this account for less than the current balance after this date, please contact our office to discuss alternative arrangements. We are not obligated to renew this current offer.

Sincerely,

Dan Lauer

Phone Number: 1-866-896-5260

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request of this office in writing within 30 days after receiving this notice this office will provide you with the name and address of the original creditor, if different from the current creditor.

Calls to or from this company may be monitored or recorded.

This is an attempt to collect a debt and any information obtained will be used for that purpose. This is a communication from a debt collector.

28977244 280
10/09/2019